

EXHIBIT ONE

Judge McCooey -

IN THE CIRCUIT COURT OF
MONTGOMERY COUNTY, ALABAMA

TERRY R. PARHAM,

Plaintiff,

v.

UNITED PARCEL SERVICE,

Defendant.

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Case No. CV-2005- 1522

FILED
CIRCUIT COURT OF
MONTGOMERY COUNTY
2005 JUN 17 PM 3:51

COMPLAINT

This action is filed pursuant to the Workers' Compensation laws of the State of Alabama. Terry R. Parham claims of the employer all benefits due him under the Workers' Compensation Act of Alabama as last amended, and further sets forth the following:

1. United Parcel Service is a foreign corporation doing business in Montgomery County, Alabama.
2. Jurisdiction is proper in this Honorable Court pursuant to *Ala. Code § 25-5-88 (1975)* and *Ala. Code § 12-11-30 (1975)*.
3. Venue is proper in Montgomery County, Alabama pursuant to *Ala. Code § 6-3-7 (1975)*.

COUNT ONE

WORKERS' COMPENSATION

4. On or about April 14, 2004, Terry R. Parham was an employee of United Parcel Service, Inc., and said parties were subject to the Workers' Compensation Act of Alabama, as last amended.
5. On or about April 14, 2004, Terry R. Parham, while employed and engaged in the business of his employer, and while acting within the line and scope of his employment with his employer, injured his head by accident arising out of and in the course of the employment with employer and resulting in temporary total disability and permanent

partial disability and rendering him incapacitated within the meaning of the Workers' Compensation Act of Alabama, as last amended.

6. Terry R. Parham was forced to be examined and treated by several physicians and incur medical bills, including, but not limited to, doctors bills, x-rays, medicine and medical services necessary for the treatment of his injuries, and Terry R. Parham will continue to incur medical bills in the future which are necessary for the treatment of his injuries.

7. On or about 4/14/2004, Terry R. Parham was receiving an average weekly wage of approximately \$986.80, exclusive of fringe benefits.

8. Terry R. Parham avers that his employer received immediate and actual knowledge of the aforesaid injuries.

WHEREFORE, Terry R. Parham claims of United Parcel Service, Inc., such benefits as he is entitled to receive under the Workers' Compensation Act of the State of Alabama.

COUNT TWO
BREACH OF DUTY

9. Terry R. Parham reasserts and re-alleges paragraphs one through 8 as if set out here in full.

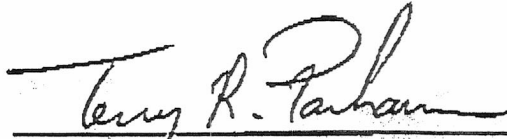
10. United Parcel Service owed a duty to provide a reasonable safe work environment to Terry R. Parham.

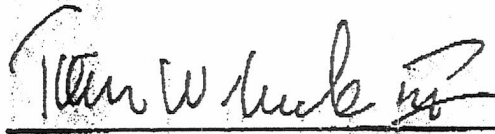
11. United Parcel Service breached that duty in violation of *Ala. Code § 25-5-11*, by willfully failing to provide a safe work environment necessary to prevent said injury.

12. As a direct and foreseeable result of United Parcel Service's willful conduct, Terry R. Parham has been severely injured.

WHEREFORE, Terry R. Parham claims of United Parcel Service such an amount of compensatory damages so as to make him whole. Furthermore, the actions and conduct of Defendant arise to such level as to allow for, and indeed require, the imposition of punitive damages to deter this Defendant and those similarly situated from such conduct.

Respectfully submitted this the 15th day of June, 2005.


Terry R. Parham


Tiernan W. Luck, III
Attorney for Terry R. Parham

OF COUNSEL:
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STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

Before the undersigned authority, this day personally appeared Terry R. Parham, who, after being first duly sworn by me, deposes and says that the matters, facts and things set forth and averred in the foregoing Complaint are true as therein set forth.

Terry R. Parham
Terry R. Parham

SWORN TO AND SUBSCRIBED before me on this the 15 day of June, 2005.

Nancy C. House
Notary Public

[SEAL]

My commission expires: 7-21-05